

EXHIBIT A

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE MIDDLE DISTRICT OF TENNESSEE
3 AT NASHVILLE

4 GLOBAL FORCE ENTERTAINMENT,
5 INC. and JEFFREY JARRETT,
6 Plaintiffs, CASE NO. 3:18-cv-00749
7 vs. CHIEF JUDGE WAVERLY D.
8 ANTHEM SPORTS & ENTERTAINMENT CORP., and ANTHEM WRESTLING
9 EXHIBITIONS, LLC, MAGISTRATE JUDGE
10 JOE B. BROWN
11 Defendants.
12

13 Deposition of:
14 JEFFREY JARRETT 30(b)(6)
15 GLOBAL FORCE ENTERTAINMENT, INC.
16 Taken on behalf of the Defendants
17 November 19, 2019
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19
20
21
22

23 Huseby Nashville
24 Deborah Harris Honeycutt, LCR
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Nashville, Tennessee 37201
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1 yes, no, full verbal answers, versus uh-huh, huh-uh.
2 Those things can be unclear or ambiguous. Do you
3 understand?

4 A. Yes, sir.

5 Q. I think with those procedural things out of
6 the way, I wanted to kind of jump into some of the
7 questions I had for you. And really I want to start
8 with your background in wrestling and just kind of
9 get a little bit of the history of kind of your
10 involvement, not just with wrestling, but also some
11 of the predecessors, TNA, NWA, cover some of that,
12 some of the history of that.

13 So when did you first start professional
14 wrestling?

15 A. April 6 of 1986 was my first match. The
16 summers preceding that I worked for my father and my
17 grandmother doing all sorts of odd jobs, from
18 setting up the ring, to putting up posters,
19 promoting.

20 Q. So that's kind of my next question. You come
21 from a wrestling family; is that correct?

22 A. From the 1940s my grandmother started
23 promoting. She never wrestled but she did
24 everything but wrestle.

25 Q. And your father, he both promoted and

1 wrestled; is that correct?

2 A. Correct.

3 Q. During your father's career, what name did he
4 use when he was wrestling? Did he use his actual
5 name or did he use some form of, kind of if you want
6 to say, performing name?

7 A. Both.

8 Q. And what were those? What was your father's
9 name?

10 A. Jerry Jarrett.

11 Q. So he wrestled under the name Jerry Jarrett?

12 A. Yes.

13 Q. And what other names did he wrestle under?

14 A. There's probably too many to list but I'll go
15 with the most famous or infamous one. The Hawaiian
16 Flash.

17 Q. The Hawaiian Flash. Okay. And so during his
18 career did he wrestle more as Jerry Jarrett or more
19 as The Hawaiian Flash?

20 A. Jerry Jarrett.

21 Q. And you started wrestling in your first match
22 in April 6, 1986, did you appear as Jeff Jarrett or
23 did you appear with a performing name?

24 A. The first match was Jeff Jarrett.

25 Q. Okay. And then since that time, have you

1 continued to wrestle under the name Jeff Jarrett?

2 A. Always Jeff Jarrett but with multiple
3 monikers, personas, catch phrases that may go with
4 it.

5 Q. Understood. But your name Jeff Jarrett was
6 always included within whatever name you were using
7 for a performance; is that correct?

8 MR. MILLER: Objection to form.

9 BY MR. LEE:

10 Q. I'll rephrase. Can you give me an example of
11 some of the monikers or nicknames or things like
12 that that you kind of used?

13 A. The Golden Boy Jeff Jarrett. The Chosen One
14 Jeff Jarrett. Simply Irresistible Jeff Jarrett.
15 Those are --

16 Q. Those are some of the main ones that you
17 used?

18 A. Yes.

19 Q. It was always tied in? It always included
20 Jeff Jarrett as part of the name?

21 A. Yes.

22 Q. Okay. So when you started in 1986, who were
23 you wrestling for? What promotion or company? Who
24 were you wrestling with?

25 A. My father's promotion.

1 Q. And do you remember the name of it?

2 A. The business entity was Jarrett Enterprises,
3 if I recall correctly. It went through numerous
4 name changes on the checks that I received, if that
5 makes sense.

6 Q. Understood. I should step back. One of the
7 other instructions I should have given you was today
8 I'm here to ask you questions about things that you
9 know. If you don't know the answer to something
10 it's perfectly fine to just say you don't know. We
11 don't want you to guess or speculate. So if you
12 answer the question, it's going to be based upon
13 information that you know. Understood?

14 A. Yes, sir.

15 Q. Perfect. So you started wrestling in 1986.
16 And I know fast-forwarding a little bit, at some
17 point you created NWA-TNA with your father; is that
18 correct?

19 A. Yes.

20 Q. And when was that?

21 A. 2002.

22 Q. Can you tell me a little bit about NWA-TNA?
23 What was it? What did you-all do?

24 A. It was started -- our first event was
25 June 19th, 2002. And we were in the business of

1 once-a-month pay-per-view along with the weekly
2 television show.

3 Q. Now, with TNA, besides kind of starting with
4 your father, did you also wrestle for TNA? Did you
5 appear in the pay-per-views and the weekly
6 programming?

7 A. Yes.

8 Q. And, generally, how many other wrestlers were
9 there kind of? I don't need to know individual
10 names but just kind of total number in various time
11 periods.

12 A. On a two-hour program, approximately 30
13 talents.

14 Q. Now, it's my understanding at some point TNA
15 became Impact Wrestling? Is that understanding
16 correct?

17 A. So --

18 Q. And if you need to explain that to me, please
19 do.

20 A. Yeah. So in 2005, when we went on Fox Sports
21 Net, TNA is we, we created a one-hour television
22 show that I referenced. The name of that television
23 show was Impact.

24 Q. Okay.

25 A. So Impact was the name of the television show

1 from 2005 approximately until 2011-ish, 2011, 2012
2 where not only was it still the name of the
3 television show, the decision was made to reference
4 the company as Impact Wrestling.

5 Q. Okay. So at the beginning when you started
6 creating the one-hour shows called Impact Wrestling
7 it was TNA Impact?

8 A. It was not Impact Wrestling. It was called
9 TNA Impact.

10 Q. So currently for WWE Raw or something like
11 that or similar to that type of concept?

12 A. Forgive me, I didn't want to start nodding.
13 But, yes, you're correct.

14 Q. But then you're saying in 2011, 2012, the
15 decision was actually made to brand the entire thing
16 as Impact; is that correct?

17 A. The -- believe me, I'm sitting here today, it
18 will confusing to you if I try because the powers
19 that be didn't even understand it. So in that time
20 frame, the mindset was to drop TNA and there were
21 mixed marketing messages sent. But dropping TNA
22 more or less forced Impact Wrestling as Impact.
23 Yes, it's confusing.

24 Q. Understood. And at some point you left TNA;
25 is that correct?

1 A. Yes.

2 Q. And when was that?

3 A. I resigned in December of 2013.

4 Q. And when you resigned in December of 2013,
5 what was your kind of official title with TNA if you
6 had one?

7 A. When I resigned?

8 Q. Yes.

9 A. I did not have an official title. On screen
10 I was called The Founder. As an on-screen character
11 I was The Founder. In the office I was an
12 executive.

13 Q. Just generally labeled as an executive?

14 A. Yes.

15 Q. And were there other executives besides you
16 at TNA when you left at that time?

17 A. Yes.

18 Q. How many?

19 A. Approximately seven, eight.

20 Q. And overall when you left TNA in 2013, how
21 large was the organization, kind of employee head
22 count?

23 A. Employees, approximately 30.

24 Q. And then in terms of kind of wrestlers kind
25 of talent, if you will, how many wrestlers did TNA

1 have at that time?

2 A. I'll get a little more specific on this.

3 Approximately 30 to 40 contracted full time

4 exclusive talents.

5 Q. Okay.

6 A. And probably another 30 to 40 nonexclusive.

7 Q. Okay. All right. And so then after you left

8 TNA in December of 2013, at some point you started

9 Global Force Entertainment; is that correct?

10 A. Yes.

11 Q. When did you start Global Force?

12 A. April 2014.

13 Q. And besides yourself, were there any other

14 kind of principals that started Global Force

15 Entertainment?

16 A. No.

17 Q. And Global Force Entertainment is still

18 around today and you still work for Global Force

19 Entertainment?

20 A. I still own it.

21 Q. And are you still the sole owner of Global

22 Force Entertainment?

23 A. No, sir.

24 MR. MILLER: Object to the form.

25 ///

1 BY MR. LEE:
2 Q. Go ahead.
3 A. No, sir.
4 Q. Who are some of the other owners of Global
5 Force Entertainment?
6 A. There's one other.
7 Q. Who is that?
8 A. Scoot D'Amore, D, apostrophe, capital
9 A-M-O-R-E.
10 Q. And when did Mr. D'Amore become an owner of
11 Global Force Entertainment?
12 A. If I recall correctly, late 2014. We might
13 have possibly closed on the financing early 2015.
14 Q. And since that time, late 2014, early 2015,
15 Mr. D'Amore has been an owner since that time
16 continuously?
17 A. Yes, sir.
18 Q. Now, when you started Global Force
19 Entertainment, what was y'all's business?
20 A. In the business of professional wrestling.
21 Q. And, similarly, were you in the business of
22 having live events or was it producing content for
23 either pay-per-view or television? What
24 specifically was the business?
25 A. Both.

1 A. But we created content starting in April of
2 2014.

3 Q. So that's a very good distinction. So we're
4 speaking the same vernacular, then, can you explain
5 to me kind of inside of the wrestling business, the
6 various types of -- so I understand that there's
7 content where you have a release. Then you have a
8 wrestling match.

9 Can you take me through some of the
10 different categories or distinction that in your
11 mind what wrestling production or wrestling content
12 is?

13 A. Probably the easiest to clarify would be we
14 have content produced inside of a wrestling ring and
15 content produced outside of a wrestling ring and
16 content produced at a performance/event or content
17 produced that you might say would be in a
18 reality-based format.

19 Q. Okay.

20 A. Reality-show-based format.

21 Q. Okay.

22 A. That can involve physicality and
23 non-physicality.

24 Q. So when did Global Force Entertainment
25 produce its first inside the wrestling ring content?

1 A. In late 2014 and early 2015 we did -- we
2 produced shows in America, as well as in United
3 Kingdom.

4 Q. And those shows, were they ever aired, either
5 on pay-per-view or television?

6 A. No.

7 Q. And what were the name of those shows?

8 A. The ones in the United Kingdom had some type
9 of British flavor. Global Force comes to Coventry,
10 a variety of names. Independent shows don't
11 necessarily have, for example, like an Impact name
12 or an Amped name. It's -- they're independent,
13 standalone, most of the time city-specific titled.

14 Q. And do you recall roughly then how many
15 cities you would have had events in in that time
16 frame?

17 A. I don't recall.

18 Q. Now, when you were actually producing the
19 inside the wrestling ring content, was that done
20 under the Global Force Entertainment name or was
21 that done under another name?

22 A. Both.

23 Q. Please explain.

24 A. When you -- when you -- when you partner with
25 other promotions, other independent promotions,

1 there's a number of different ways that they can be
2 not only promoted but produced as well. It could be
3 GFW presents Tried and True Promotion. Which Tried
4 and True is, to give it some context, it's a local
5 promotion run here in Clarksville, Tennessee.

6 So that can be a -- you can call it co-pro.
7 That's sort of the wrestling jargon. It's
8 co-promotion. And in that, it can be a format
9 where Global Force provides "X" amount of the
10 talent, 25 percent, 50 percent, 75 percent, or all
11 of it, or more or less they can hire Global Force
12 to be the marketing and promotion side of it and
13 they are the sole producers of the event. It's
14 commonly done in numerous different ways.

15 Q. And you mentioned GFW. That was actually
16 where I was driving at. So what does GFW stand for?

17 A. Global Force Wrestling.

18 Q. And Global Force Entertainment it produces --
19 it operates in producing its wrestling content and
20 promotions underneath GFW or Global Force Wrestling;
21 is that correct?

22 A. I'm not a lawyer, but Global Force
23 Entertainment is the name of the company on business
24 records. It does business as Global Force
25 Wrestling.

1 Q. So in terms of all of the actual -- whatever
2 the content is, whether inside the wrestling ring,
3 outside the wrestling ring, produced, anything like
4 that, the name that would appear on that content
5 would be Global Force Wrestling or GFW; is that
6 correct?

7 A. Correct.

8 Q. The name Global Force Wrestling, who came up
9 with that name?

10 A. I did.

11 Q. And, similarly, the mark for GFW, who came up
12 with that mark?

13 A. I did.

14 Q. And for -- I'm going to step back. So
15 does -- go ahead.

16 A. Would you -- when you ask those kind of
17 questions, should I say Jeff Jarrett or I did or me?

18 Q. I'm fine with the understanding that you did
19 it.

20 A. Because I don't know if I'm answering for --

21 Q. There were unanswered questions there. So
22 when you said I did it, did you do it in your
23 capacity as the owner of Global Force Entertainment?

24 A. Yes.

25 Q. And to that point, that's actually my next

1 A. Yes.

2 Q. Can I specifically refer you to paragraph 22,
3 so that each individual paragraph, and that would be
4 on page six, I believe, of the document you're
5 looking at.

6 A. 22?

7 Q. Yes.

8 A. Yes, sir.

9 Q. So you said July 24th. That's correct. I
10 wanted to point that out that you were right.

11 So in paragraph 22 -- and I don't want to
12 read it to you. But there is a definition in the
13 last sentence, collective content was called the
14 GFW Amped. And when I refer to GFW Amped, that's
15 the definition that I'm referring to.

16 Are you comfortable with, if you read
17 paragraph 22, using that term, GFW Amped, to
18 describe that programming that's described in
19 paragraph 22?

20 A. Can you clarify your question?

21 Q. So we're going to refer to GFW Amped and when
22 I refer to that, what I'm referring to is on
23 July 24th, August 21st, October 23rd, 2015, at the
24 Orleans Arena in Las Vegas, Nevada, GFE, which is
25 Global Force Entertainment, under the Global Force

1 Wrestling and GFW trademarks produced approximately
2 16 hours of wrestling programming to market to
3 television and/or pay-per-view markets.

4 So I'm saying when I use the term GFW Amped,
5 that that's what it means. Is that an accurate
6 statement?

7 A. Yes.

8 Q. And you're comfortable when I say GFW
9 Amped --

10 A. Yes.

11 Q. Okay.

12 A. For my clarification, Amped content included
13 more than just Vegas content.

14 Q. Okay. Can you please elaborate on what
15 additional content there was besides the Las Vegas
16 content?

17 A. Basically, the stuff that I was talking
18 about. We produced stuff inside the ring and
19 outside the ring. There was stuff that was shot
20 outside the ring, reality-based content.

21 Q. And was that content shot separately from the
22 in ring -- inside-the-ring content that's part of
23 what we're describing here as GFW Amped?

24 A. Clarify your question.

25 Q. You said there was kind of the

1 A. Correct.

2 Q. And the people actually recording weren't
3 Global Force employees?

4 A. Correct.

5 Q. So you spend -- actually, when you're
6 shooting in the Orleans Arena for the Amped content,
7 are there people in the arena, fans?

8 A. Yes.

9 Q. So this looks like -- when you're actually
10 filming it looks like it's a sporting event? That's
11 what it looks like. You have fans -- let me step
12 back.

13 Did the fans have to pay admission to come
14 watch the GFW Amped production?

15 A. Yes.

16 Q. And so you have fans coming in. So this
17 looks like any other sporting event, where you've
18 got a ring, an arena full of people, and you guys
19 are producing the wrestling match right there; is
20 that correct?

21 A. Yes.

22 Q. So you shoot for -- so now I want to turn
23 quickly to OTA content. So you're shooting and you
24 said there's backstage stuff. You're shooting that
25 on the same days you're shooting in the Orleans

1 Q. So you have 16 hours of content. What did
2 you -- was at that point what you had recorded, was
3 it in a condition where it could be broadcast on
4 television or pay-per-view?

5 A. Can you clarify condition?

6 Q. Was it finished? Was it a finished product
7 that could then be broadcast on television or
8 pay-per-view?

9 A. Can you define finished?

10 Q. Was there additional post-production work
11 that needed to occur to the filming after
12 August 23rd, 2015?

13 A. Yes. It would be additional post-production
14 work needed.

15 Q. Can you tell me what that post-production
16 work would be?

17 A. Final voiceovers would be one element. And
18 depending upon the network or the format, one-hour
19 shows are generally anywhere from 42 to 48 minutes.
20 So six minutes is a long time potentially. So you
21 have to have pads and have the ability to
22 specifically format it when it goes to air.

23 Q. Is there any -- so when you were filming at
24 the Orleans Arena, how many cameras did you have
25 that were filming the event?

1 Q. Okay. Who did that?

2 A. KSTV.

3 MR. MILLER: Counsel, is now a bad time
4 to take a break? It's been about an hour. We can
5 keep it real short.

6 MR. LEE: Yes. That's fine.

7 (Break was taken from 10:03 a.m. until
8 10:08 a.m.)

9 BY MR. LEE:

10 Q. We are back on the record. So right before
11 the break we had just mentioned that Global Force
12 Entertainment had retained KSTV to do kind of -- to
13 convert the GFW Amped from the live cut to the final
14 cut; is that correct?

15 A. Just for clarification, line, L-I-N -- line
16 cut to -- there's numerous ways. And the final cut
17 sometimes isn't really final until it airs, if that
18 makes sense.

19 Q. Understood. A more finished cut than the
20 line cut?

21 A. Accurate.

22 Q. Is KSTV, is that owned by Kevin Sullivan?

23 A. Yes.

24 Q. And it's my understanding that KSTV did
25 the -- took the line cut and did work on it and

1 Global Force Entertainment had a contract with KSTV
2 to do that work and the amount of the contract was
3 \$292,000. Does that sound right?

4 MR. MILLER: Objection to form.

5 THE WITNESS: There was no contract.

6 BY MR. LEE:

7 Q. Was there any form of agreement between
8 Global Force Entertainment and KSTV for them to do
9 the work on the line cut?

10 A. Verbal agreement.

11 Q. And who would that have been on behalf of
12 Global Force Entertainment? Was that you who had
13 that conversation with KSTV?

14 A. Yes.

15 Q. It's also my understanding that KSTV was not
16 in its opinion paid by Global Force Entertainment
17 pursuant to oral agreement for all the work they
18 did. Is that true?

19 MR. MILLER: Objection to form.

20 THE WITNESS: Can you clarify it?

21 BY MR. LEE:

22 Q. Is it true that KSTV was not paid by Global
23 Force Entertainment for all of the work it did on
24 the Amped content, the GFW Amped content?

25 A. Did you say wasn't paid? Was not paid or has

1 the line cut, all of the -- I just want to
2 understand the process. This is full disclosure. I
3 do not do, in a shocking turn of events, production
4 of sporting events.

5 A. Understood. And he doesn't either.

6 Q. So any time you want to, you can help me kind
7 of use the correct terminology or explain this
8 process that will make this go faster.

9 A. Sure.

10 Q. So the line cut is turned over to KSTV to do
11 their work on. At that point they have possession
12 of the sole copy of that; is that correct?

13 A. Yes.

14 Q. And if you're looking back at the second
15 amended complaint, in the complaint there are the 16
16 hours of GFW Amped content that is sometimes
17 referred to as master. Do you understand that term
18 as it's used in the second amended complaint? And
19 I'm sure I can...

20 A. Paragraph 26?

21 Q. That would be one place where it discusses
22 the master recordings of the 16 hours GFW Amped.

23 A. Yes.

24 Q. And so the master recording that's being
25 referenced there, that is what is in the possession

1 Q. Yes.

2 A. Okay. That is when you enter into agreement
3 with a buyer.

4 Q. So when you say when you enter into an
5 agreement with the buyer, who are you referencing
6 when you say you?

7 A. Collectively, the co-production agreement.

8 Q. So in this case Global Force Entertainment
9 and A. Smith Productions, when they enter into an
10 agreement with a buyer?

11 A. (Nodding head affirmatively.)

12 Q. So stepping back, under the co-production
13 agreement, was there ever a buyer, as you described?
14 Was there ever a buyer?

15 A. There were multiple buyers.

16 Q. Who were they?

17 A. We had discussions with Turner, Fox. They
18 are defined as the buyer. Turner. Fox. Spike.
19 Viacom.

20 Q. Did any of them ultimately result in some
21 form of sale or agreement where they paid money to
22 Global Force Entertainment and A. Smith Productions
23 for the GFW Amped?

24 A. When I was introduced to Anthem and started
25 in those discussions. Up until that point, no.

1 There was not a buyer.

2 Q. Okay. In April -- in January of 2017 was
3 there a buyer?

4 A. January of 2017?

5 Q. Yes.

6 A. We were under an exclusive -- it's called a
7 holding deal with Fox. We were under a holding
8 agreement with Fox Sports.

9 Q. Did that holding agreement ever actually
10 result in Fox Sports buying the GFW Amped content?

11 A. No.

12 Q. Global Force Wrestling -- Global Force
13 Entertainment, Global Force Wrestling, you have a
14 website, correct?

15 A. Yes.

16 Q. And do you have the ability -- again, we live
17 in a digital age. Do you have wrestling content
18 available through your website for customers to
19 purchase?

20 A. Have we? Yes. Yes.

21 Q. So currently today, if I go on Global Force
22 Wrestling's website, there's wrestling content that
23 I can either for a user fee or a one-time fee I can
24 purchase as a consumer; is that right?

25 A. As a fee today, as we sit here as a fee on

1 Exhibitions, LLC, separate and apart from Anthem
2 Sports and Entertainment Corp. If I'm going to make
3 any reference to Anthem Sports, I will refer to it
4 as Anthem Sports. So any time I refer to Anthem or
5 Anthem Wrestling, I am referring to Anthem Wrestling
6 Exhibitions, LLC. Understood?

7 A. Understood.

8 Q. Perfect. So my understanding is that at some
9 point in the fourth quarter of 2016 you were
10 contacted or otherwise got connected with Anthem
11 Sports; is that correct?

12 A. Correct.

13 Q. It's also my understanding that in the end of
14 2017 -- end of 2016, early 2017, Anthem Wrestling
15 was created; is that correct?

16 A. Correct.

17 Q. So in, I believe, January of 2017, Anthem
18 Wrestling retained you as a consultant; is that
19 correct?

20 A. Correct.

21 Q. What type of -- as a consultant, what type of
22 services were you providing to Anthem Wrestling?

23 A. Due to my background and history, it was to
24 come in and consult Ed on -- Ed Nordholm of Anthem
25 Sports, on all wrestling matters. I know that's a

1 guess.

2 Q. Let's not guess. I don't want you to guess.

3 If you say I have to guess, let's not do it.

4 A. Shame on me.

5 Q. When you left -- when you said you resigned
6 from TNA back in --

7 A. December 2013.

8 Q. Did you give up any ownership interest in TNA
9 at that time? After you resigned you didn't have
10 any further ownership interest in TNA; is that
11 correct?

12 A. When I resigned I still had 14 percent.

13 Q. At some point after you resigned but before
14 you were retained by Anthem Wrestling as a
15 consultant in 2017, whether sale or otherwise, that
16 14 percent interest in TNA you no longer had; is
17 that right?

18 A. I sold my remaining shares back to TNA
19 Entertainment, which was owned by the Carter Family.

20 Q. And when did you sell your remaining interest
21 in TNA?

22 A. Third quarter of 2015.

23 Q. So after call it third quarter of 2015, you
24 were kind of out of TNA completely; is that correct?

25 A. Yes.

1 Q. And then fast-forward now, you're talking
2 January of 2017, so a year and a few months later,
3 Anthem Wrestling, who now has some form of in TNA is
4 contacting you again because of your prior
5 experience to help them with things; is that
6 accurate?

7 A. Yes.

8 Q. Okay. But at the same time that they, Anthem
9 Wrestling, hired -- let me take you back. When I
10 say they hired you as a consultant, they were hiring
11 Jeff Jarrett as a consultant, not Global Force
12 Entertainment as a promoter or marketer; is that
13 correct?

14 A. Yes.

15 Q. So they were hiring you individually, not
16 hiring or retaining Global Force Entertainment; is
17 that correct?

18 A. Yes.

19 Q. Okay. So while you were consulting for
20 Anthem Wrestling, you were still the owner of Global
21 Force Entertainment; is that correct?

22 A. Yes.

23 Q. And at that time, so in January of 2017, what
24 type of things was Global Force Wrestling -- what
25 did they have going on? Besides -- we know we had

1 dispute that?

2 A. I know we have documents here. So, again,
3 I'm going back -- I don't want to guess.

4 Q. That's fine.

5 A. I'm not disputing you or agreeing with you.

6 Q. Okay. I understand. You just don't know as
7 you sit here?

8 A. Yes.

9 Q. So you mentioned, Mr. Jarrett, that in the
10 wrestling world -- and, again, I want to focus now on
11 the January 2017 time frame when you had actually
12 been hired by Anthem Wrestling as a consultant.
13 They all kind of bleed together because you're
14 working on lots of wrestling -- it's all -- it's all
15 intertwined and connected.

16 But in terms of -- I understand that Anthem
17 Wrestling brought you in because of your experience
18 with Legacy TNA. They asked you to come in and
19 look at their wrestling, help them with wrestling
20 basic things.

21 Can you give me a detail of what that
22 actually looked like and involved?

23 A. So there's -- there's three buckets, if you
24 will -- talent, production, and creative. And when
25 you're working on the talent and the roster, you not

1 only have to look at what Impact could offer the
2 talent, but just like any other sporting league.
3 Are the Titans going to outbid the Redskins? You
4 sort of have to know what you are up against in the
5 industry.

6 So when you're dealing with talent, you just
7 have to sort of know in general the entire industry
8 to negotiate the best deal. So I worked in talent,
9 I worked in production, and I worked in creative.
10 Alongside John Gaburick.

11 Q. And so you were kind of consulting across,
12 basically, all of the buckets when they brought you
13 on? You weren't isolated to just the creative side?
14 You were all across. So when you -- let me actually
15 step back.

16 A. Uh-huh.

17 Q. So I understand that there was some
18 litigation involving TNA and at some point it was
19 kind of rebranded as Impact to kind of get away from
20 some of that?

21 A. Uh-huh.

22 Q. When you got involved with Anthem Wrestling,
23 Impact Wrestling, it was operating; is that correct?

24 MR. MILLER: Objection to form.

25 THE WITNESS: What was operating?

1 I'm just going month by month, same set of
2 questions. If you recall a specific month if they
3 did, let me know. So in March of 2017, do you
4 recall if they recorded any live wrestling content?
5 And by they, I mean Anthem Wrestling?

6 A. I am -- I could a hundred percent give you
7 the answer. I generally feel yes. I generally
8 recall a January taping, a late March, early April
9 taping, and a July taping.

10 Q. Okay. As you sit here today that's what you
11 remember? Those are the tapings you can recall?

12 A. Yes.

13 Q. That you were involved with?

14 A. Yes.

15 Q. Is it -- given your involvement with Anthem
16 Wrestling as a consultant in -- well, let's step
17 back. At some point my understanding is your
18 relationship with Anthem Wrestling changed and there
19 was negotiations and discussion of you no longer
20 being a consultant for Anthem Wrestling but actually
21 coming on as the chief creative officer in a merger
22 of Anthem Wrestling with Global Force Entertainment;
23 is that correct?

24 A. Was your question there was talk of a merger?

25 Q. Yes.

1 A. Yes.

2 Q. And there were ongoing negotiations around
3 what the terms of that merger would be; is that
4 correct?

5 A. Correct.

6 Q. At some point in time, did you, Jeff Jarrett,
7 and also on behalf of Global Force Entertainment
8 sign a term sheet with Anthem Wrestling around that
9 merger negotiation?

10 A. Yes.

11 Q. So this was previously marked as Exhibit 11,
12 so we're not going to remark it. So I'll hand you a
13 copy of that.

14 A. Oh, 11, not 111.

15 Q. Yes. A hundred ago. And you weren't here
16 for all hundred. Neither was I.

17 I'm going to hand you a document titled,
18 Jeff Jarrett executive engagement and acquisition
19 of GFE there on the top of page one. It says: The
20 effective date is April 17, 2017. Do you see that?

21 A. Yes, sir.

22 Q. And then if you look, this page is not --
23 this copy is not Bates labeled. So if you actually
24 look to what I believe is the fourth to the last
25 page, it says: Signature page summary of terms.

1 This agreement is -- there's signatures on here, it
2 appears. Ed Nordholm, as you suggested, is signing
3 on behalf of Anthem Wrestling. Nordholm is
4 N-O-R-D-H-O-L-M.

5 And then are you signing -- is this your
6 signature?

7 A. Yes.

8 Q. And you were signing on behalf of JJ Inc.?

9 A. Yes.

10 Q. And Jeffrey Jarrett; is that correct?

11 A. Yes.

12 Q. So my question to you is, who is JJ Inc.?

13 A. My incorporation that I -- that Jeff Jarrett,
14 the professional wrestlers had since 19 -- early
15 '90s. JJ Inc. is the company that I have -- that's
16 me. I don't know how to --

17 Q. It's another one of your companies?

18 A. Yes.

19 Q. So is JJ Inc. -- does JJ Inc. own Global
20 Force Entertainment, or do you individually own
21 Global Force Entertainment?

22 A. I don't know.

23 Q. So flipping back to the first page, it says:
24 Effective April 17, 2017. Do you -- were you acting
25 as the chief creative officer on April 17, 2017? Is

1 Q. And then dependent upon what this document
2 actually says, it's a legal document. We don't have
3 to get into that. On or about April 17, 2017 is
4 when you became the chief creative officer of Anthem
5 Wrestling?

6 MR. MILLER: Objection to form.

7 THE WITNESS: It's when I signed the
8 document.

9 BY MR. LEE:

10 Q. Well, I think the document is --

11 A. Yeah.

12 Q. -- unfortunately, the date is not there.

13 A. Yeah.

14 Q. So -- but sometime in that time frame, April,
15 May of 2017, you became -- you officially became the
16 chief creative officer of Anthem Wrestling?

17 A. Could you clarify became?

18 Q. You were hired by Anthem Wrestling to be its
19 chief creative officer?

20 A. That was my understanding when I signed the
21 document that I was to be hired as the chief
22 creative officer.

23 Q. And in terms of dealing with the company and
24 acting with employees that we talked about, in that
25 time frame that is how you were portrayed to those

1 first chief creative officer.

2 Q. Unlike John Gaburick whose role at TNA was
3 kind of transitioned over to Anthem Wrestling, you
4 were the first chief creative officer of Anthem
5 Wrestling?

6 A. Yes.

7 Q. If you look on page two of this document,
8 under compensation, it says your base compensation
9 will be \$250,000 per year and that it commences on
10 the week of April 17, 2017. Do you see that?

11 A. Yes.

12 Q. Did you receive -- commencing on April 17,
13 2017, did you receive that compensation from Anthem
14 Wrestling?

15 A. To the best of my knowledge, yes.

16 Q. On the next paragraph, it references Karen
17 Jarrett. Karen Jarrett is your wife; is that
18 correct?

19 A. Yes.

20 Q. It says that she will also be hired on the
21 company on the effective date, which is on the front
22 page as April 17th. We talked earlier we weren't
23 sure when she started. Does that seem about the
24 time your wife started with Anthem Wrestling?

25 A. To the best of my recollection, she started

1 in April of 2017.

2 Q. So close to this?

3 A. Yes.

4 Q. And then at the bottom of the paragraph, it
5 says she -- her pay will be based on a \$52,000 per
6 annual payable bi-monthly. Did your -- so your wife
7 started working sometime in April for Anthem
8 Wrestling.

9 Did she receive her salary, the compensation
10 that's listed here in this agreement? The \$52,000
11 on an annual basis, did she receive that salary?

12 A. Yes.

13 Q. If you'll flip to a little farther back in
14 the agreement, there is a -- there's a -- it's
15 actually exhibit, yeah, Exhibit 3 to that exhibit.
16 It's the last page. So this has to do with -- so
17 you were hired as chief creative officer and the
18 document also had components for merging Global
19 Force Entertainment with Anthem Wrestling, correct?

20 A. Correct.

21 Q. So this last page of this document is titled,
22 Global Force Entertainment, Inc., listing of
23 payables and other debts updated April 2017. Do you
24 see the page that I'm on?

25 A. Yes, sir.

1 A. Yes.

2 Q. The next line, it says: Kevin Sullivan 16
3 episodes Amped \$200,000. Do you see that?

4 A. Yes.

5 Q. And we kind of talked earlier that you hired
6 KSTV which that's Kevin Sullivan's company?

7 A. Yes.

8 Q. And that's for the post-production work that
9 he was doing on the GFW Amped content?

10 A. Yes.

11 Q. And as of April 11, 2017, Global Force
12 Entertainment is recognizing that they owed
13 Mr. Sullivan \$200,000 for his work; is that right?

14 A. Yes.

15 Q. And at this time on April 11, 2017,
16 Mr. Sullivan is in possession and has not released
17 the master copies of the GFW Amped content; is that
18 correct?

19 A. They are on -- the masters, not they. The
20 masters are on KSTV's hard drives. I do not -- when
21 I say I, Global Force did not own hard drives.

22 Q. Okay. And Mr. Sullivan, because he was
23 saying he was owed money, would not release those
24 master recordings to Global Force Entertainment; is
25 that correct? Would not turn them over to you?

1 biweekly, your \$250,000 salary, you did receive
2 that. You were paid that by Anthem Wrestling in
3 April, May, June, and July each month; is that
4 correct?

5 A. Can you clarify the term of those -- the
6 length? When? I want to make sure I'm answering
7 your question right.

8 Q. Sure. You were terminated by Anthem
9 Wrestling, I believe, October 23rd, 2017; is that
10 correct?

11 A. Correct.

12 Q. Between when -- the agreement says that the
13 payments are going to start being made on April 17,
14 2017, and that as we discussed seems about right?

15 A. Yes.

16 Q. So between April 17, 2017, and October 23,
17 2017, did you receive your compensation?

18 MR. MILLER: Objection to form.

19 BY MR. LEE:

20 Q. Your salary compensation from Anthem
21 Wrestling?

22 MR. MILLER: Objection to form.

23 BY MR. LEE:

24 Q. When I say you, Jeff Jarrett received his
25 salary from Anthem Wrestling?

1 description that my job description had.

2 Q. So did you -- as the chief creative officer,
3 did you work with John Gaburick?

4 A. Yes.

5 Q. And kind of going back to the three
6 buckets -- talent, production, and creative -- as
7 chief creative officer, were you involved in all
8 three of those aspects or were you only involved in
9 the creative aspect?

10 A. Generally speaking, I was involved in all
11 three.

12 Q. Were you responsible for any -- so we
13 mentioned that Anthem Wrestling had some employees.
14 Nine, ten, something like that.

15 Were you responsible for hiring or firing
16 any employees of Anthem Wrestling?

17 A. No.

18 Q. Were you responsible for assigning work to
19 any employees of Anthem Wrestling?

20 A. I could make suggestions.

21 Q. Who at Anthem Wrestling had the authority to
22 direct the work of employees at Anthem Wrestling?

23 A. Ed Nordholm.

24 Q. So Mr. Nordholm, he directed all the
25 employees including yourself?

1 Kevin Sullivan. Andrew was an employee. Jim Morris
2 was an employee. J. Seeman was not. James Long
3 was. Eric Tompkins was. Ben Coile was. Kenny
4 Smith was. Leslie Fawsett (phonetic) was.

5 Q. Okay. After April 7, 2017, I want to go
6 through quickly, Len Asper I know never became an
7 employee of --

8 A. Would you like me to go through who became
9 employees?

10 Q. Yes. That was exactly what I was going to
11 do.

12 A. Post the attempted merger?

13 Q. Just after -- at any point after April 7,
14 2017, until when you were no longer employed by
15 Anthem Wrestling.

16 A. So the employees?

17 Q. Yes.

18 A. Kevin Sullivan. I do not recall if J. Seeman
19 ever converted to an employee.

20 Q. Okay. And then what about yourself?

21 A. Yes. The time frame, general time frame
22 we're talking about, April, May, 2017.

23 Q. Okay. All of these other individuals, Kevin
24 Mitchell, David Sahadi, Rick Fancher, Greg Warner
25 (phonetic), Matt Mitchell, and Dale Oliver, they

1 were all employed by basically contractors; is that
2 right?

3 A. 1099. Hired by Anthem Wrestling Exhibitions.

4 Q. Were you involved with hiring any of the
5 individuals on this list? And by involved with, did
6 you recommend any of them?

7 A. So to clarify my answer, in 2002 --

8 Q. And by 2002, you're talking about when you
9 started TNA?

10 A. The starting of TNA. I hired Keith Mitchell.
11 I hired David Sahadi in 2004. Rich Fancher, Greg
12 Warner, Matt Mitchell, Dale Oliver were all a part,
13 for lack of a better word here, the original TNA
14 production team.

15 Q. Understood. When they were part of the
16 original TNA production team, back you mentioned --

17 A. Through all iteration.

18 Q. They've always been around. So they've
19 always been there. So you've worked with, for
20 instance, those individuals for years and years; is
21 that correct?

22 A. Correct. Prior to the start of TNA.

23 Q. When you came on as chief creative officer,
24 for instance, Kevin Mitchell, David Sahadi, Rick
25 Fancher, Greg Warner, Matt Mitchell, Dale Oliver,

1 they were all used to working with you when you were
2 the creator and kind of owner of TNA; is that
3 correct?

4 A. We had worked together in the past.

5 Q. Okay. This has been previously marked as
6 Exhibit 36. I don't want to -- this is an email
7 string which you have emails contained inside of.
8 If you go to the end of the document, which is an
9 email you sent on July 10th, 2017, which the date is
10 on page two, the body of the email is on page three.

11 So you're sending this email in July of
12 2017. At this point you are the chief creative
13 officer of Anthem Wrestling?

14 MR. MILLER: Objection to form.

15 THE WITNESS: I signed the document and
16 the dates.

17 BY MR. LEE:

18 Q. And you were being paid a salary as the chief
19 creative officer of Anthem Wrestling?

20 A. I was being paid a salary.

21 Q. By Anthem Wrestling?

22 A. By Anthem Wrestling.

23 Q. And in this email you're talking about Global
24 Force Wrestling's existing social media; is that
25 right?

1 Q. Do you recall, were any of those
2 recommendations enacted?

3 A. I don't recall specifics.

4 Q. By as your role as chief creative officer,
5 Mr. Nordholm was soliciting your input on budgets
6 and costs; is that correct?

7 A. He did solicit my suggestions on occasion,
8 yes.

9 Q. So one of your roles as the chief creative
10 officer, even if it wasn't necessarily defined in
11 the document, was to provide suggestions to
12 Mr. Nordholm --

13 A. N-O-R-D-H-O-L-M.

14 Q. -- as you suggested who was your superior. I
15 believe he was the president, is that correct, of
16 Anthem Wrestling? I'm not sure it's in --

17 A. The boss.

18 Q. The boss. If you can refer back to
19 Exhibit 11 in the signature block, it's by Edwin
20 Nordholm as president?

21 A. Yes, sir.

22 Q. So part of your job responsibilities at least
23 were to make suggestions to Mr. Nordholm about
24 budgets and cost and production; is that correct?

25 A. Yes.

1 Q. Okay. As the chief creative officer, did you
2 have occasion to speak to the media on behalf of
3 Anthem Wrestling?

4 A. Yes.

5 Q. Was that something that you were told to do
6 by Mr. Nordholm or was it something that just kind
7 of occurred as part of your day-to-day job function?

8 A. You would have to give me a specific --

9 Q. Let's do that. I'm now handing you what's
10 previously been marked as Exhibit 30. What I'm
11 showing you is a press release from the City of
12 Orlando, Florida honors Impact Wrestling as the
13 company who celebrates 15 years. To your
14 recollection, have you ever seen -- and it's dated
15 June 27, 2017. To your recollection, have you ever
16 seen this press release?

17 A. Yes.

18 Q. And is it your understanding that you were --
19 did Mr. Nordholm specifically instruct you to speak
20 with the author of this press release?

21 A. Re-ask the question.

22 Q. Did Mr. Nordholm specifically instruct you to
23 speak with the author of this press release?

24 A. I don't recall.

25 Q. If you look at the actual press release

1 A. Okay.

2 Q. It says there: In or around October 2017,
3 Defendants launched a new subscription service known
4 as Global Wrestling Network which features archived
5 content from TNA or Impact, as well as footage from
6 other providers.

7 So Global Wrestling Network, is that
8 basically an app; is that correct?

9 A. Correct.

10 Q. But it's -- as we said, the newspaper article
11 was from June. And so in June 2017, GWN hadn't been
12 rolled out yet; is that correct?

13 A. Correct.

14 Q. Okay. If you'd turn to the next page, there
15 is -- in the middle of the page on 63, there is a
16 mark that says Defendants Global Wrestling Network.
17 And there's this mark that is GWN. Do you see that
18 in the middle of the page?

19 A. Yes.

20 Q. Are you familiar with that mark?

21 A. Yes.

22 Q. Okay.

23 A. I am familiar with paragraph 63 pictures.

24 Q. Okay. Was that mark for Global Wrestling
25 Network that's in paragraph 63, was that developed

1 when you were employed by Anthem Wrestling?

2 A. Yes.

3 Q. Did you have any involvement with the
4 development of the GWN mark that's in paragraph 63?

5 A. Yes.

6 Q. What involvement did you have with the mark
7 for GWN that is in paragraph 63?

8 A. That's a pretty broad statement because of
9 the -- if you're talking about a logo or if you're
10 talking about the actual app development.

11 Q. I'm just talking about the logo.

12 A. Okay. The -- the color scheme is obviously
13 mirrored to the two marks, Global Force Wrestling
14 and GFW.

15 Q. And did you have input in terms of color of
16 the GWN mark?

17 A. Yes.

18 Q. Did you have input as to the font or style of
19 the GWN mark?

20 A. Input, yes.

21 Q. The actual overall final approval of the mark
22 was not your responsibility; is that correct?

23 A. Correct.

24 Q. But you did have input into the process of
25 the final development of this mark?

1 A. Yes.

2 Q. And you did that while you were employed by
3 Anthem Wrestling, correct?

4 A. Yes.

5 Q. Do you know whether -- do you recall, were
6 there other colors besides the green suggested for
7 the GWN mark?

8 A. I don't recall.

9 Q. Let me show you what's been previously marked
10 as Exhibit 66. And it really -- this is an email
11 string that was forwarded to you. The date is
12 June -- the top email was June 8, 2017, at 12 noon,
13 I mean 12 a.m., from Ed Nordholm to you. And it
14 says: I like the green W version. Hate the font.
15 And if you flip to the second page, there are what
16 appear to be other potential GWN marks.

17 Do you see that?

18 A. Yes.

19 Q. And so at least in June 2017, it looks like
20 maybe there were -- in addition to the green, there
21 was a red and blue that was considered?

22 A. Who considered?

23 Q. Anthem Wrestling.

24 A. That would be incorrect.

25 Q. Okay. Why is that incorrect?

1 A. Chad works for Anthem Sports.

2 Q. Understood. But --

3 A. And James as well.

4 Q. But Ed Nordholm is sending this to you
5 because he's your, a sense of your boss at Anthem
6 Wrestling, correct? He's sending it to you because
7 you work for Anthem Wrestling?

8 A. Correct.

9 Q. The GWN mark, do you know, is it owned by
10 Anthem Wrestling or owned by Anthem Sports and
11 Entertainment?

12 MR. MILLER: Objection to form.

13 THE WITNESS: My assumption would be
14 Anthem Sports.

15 BY MR. LEE:

16 Q. As you sit here, you don't know which entity,
17 whether it's Anthem Wrestling or Anthem Sports
18 Entertainment owns the GWN mark?

19 A. Correct.

20 Q. Okay. Another email. It's previously marked
21 Exhibit 65. And I want to direct your attention, if
22 you look at the bottom of the email, is an email
23 from Kevin Sullivan and he's sending it from Anthem
24 Wrestling Exhibitions. Do you see that?

25 A. I don't. Oh, at the bottom?

1 Q. At the bottom, June 7, 2017.

2 A. From Impact Wrestling?

3 Q. Right. If you look at a signature block, it
4 actually says vice president in production, Anthem
5 Wrestling Exhibition. Do you see that?

6 A. Now I do, yes, sir.

7 Q. And he says: Guys, here are some more
8 options. We can match up likes and dislikes, change
9 notes, et cetera. Do you see that?

10 A. Yes.

11 Q. And then you responded later that day at
12 7:49 p.m. saying: I'm positive there is a reason
13 behind these colors. I'm just not in the loop. But
14 as a wrestling fan, these are AAA and Noah colors.
15 If that is where we want to go, understood, but it
16 has zero branding synergy to Impact for GFW.
17 Thoughts? Do you see that email?

18 A. I do see it. Who is this to?

19 Q. I do -- I don't know everyone who it was sent
20 to because the way the emails were produced. But it
21 was clearly sent to Ed Nordholm.

22 A. I'm confused. I'm positive this -- who am I
23 telling I'm positive there is -- I'm responding to
24 someone. I'm just not sure.

25 Q. Yes. Well, obviously --

1 A. It doesn't say I'm responding to Kevin.

2 Q. All I know is that upstream it made its way
3 to Ed Nordholm and Ed Nordholm responded to you. Do
4 you see that at the top, where he is responding back
5 to you? So I do not know if you had responded just
6 to Ed and then Ed responded to you or not.

7 A. Gotcha.

8 Q. We know at a minimum you responded to Ed and
9 Ed responded to you. Do you see that?

10 A. Yes.

11 Q. For the rest of the communications. When you
12 say AAA and Noah colors, what are AAA and Noah
13 colors?

14 A. AAA is the largest Mexican wrestling
15 promotion based in Mexico City. And Noah is a
16 Japanese wrestling promotion.

17 Q. What are their colors that are associated
18 with them?

19 A. AAA's colors are red, black, and green, I
20 believe.

21 Q. Okay.

22 A. And Noah is red and black.

23 Q. So they both have red in them?

24 A. Yes.

25 Q. Okay. And then ed is responding to you at

1 the top, saying -- talking about the green, that the
2 green popped. But still hated the font. Sent the
3 selection to them. But definitely preferring green
4 over anything I have seen with reds. Do you see
5 that?

6 A. Yes.

7 Q. He is echoing your statement in your email
8 that -- because when you're referring to AAA and
9 Noah colors, those would be the reds? Is that what
10 you were referencing there?

11 A. I don't know. I'm positive there's a reason
12 behind these colors. I don't know what that
13 question is in reference to.

14 Q. Okay. Going back to your email, it says:
15 But it has zero branding synergy to Impact or GFW.
16 You're stating here that you think that the
17 GWN mark should have synergy, branding synergy with
18 Impact or GFW?

19 A. Yes.

20 Q. Okay. In the complaint, going back to that,
21 there are allegations in here that the only
22 remaining defendant is Anthem Wrestling. I'm not
23 sure you're aware that Anthem Sports Entertainment
24 has been dismissed from the lawsuit. Are you aware
25 of that?

1 A. -- was -- the Amped content was a part of the
2 merger. So from the point that we were
3 transitioning from consultant to merger as a part of
4 the merger, the trademarks and the content were a
5 part of that.

6 Q. Understood. So as part of that also it's my
7 understanding at one point the Impact -- or I should
8 say the mark for GFW was embedded in the Impact
9 logo; is that correct?

10 A. Yes.

11 Q. Along with the Anthem logo as well, so you
12 had kind of a joint merged logo; is that correct?

13 A. Yes.

14 Q. Did you have involvement with that design in
15 adding the GFW mark into the Impact logo?

16 A. Yes, I had input/involvement. Yes.

17 Q. And while you were employed with Anthem
18 Wrestling as the chief creative officer, did you
19 object to them putting the GFW mark in the Impact
20 Wrestling logo?

21 A. No. It was under the --

22 Q. I understood. No. No is no.

23 A. Yeah.

24 Q. So, as you said, the GFW Amped content was
25 kind of part of the merger and while the merger

1 wasn't finalized as part of the integration and
2 working on things, ultimately the decision was made
3 to use the Amped content on my understanding is a
4 four-part pay-per-view series through Impact; is
5 that correct?

6 A. Clarify your question, please.

7 Q. Ultimately it was decided that the Anthem --
8 the GFW Amped content would be broken into 16
9 one-hour episodes. It would be broken into a
10 four-part four-hour pay-per-view series; is that
11 correct?

12 A. It was decided which was driven by the
13 deliverable schedule that 16 one-hour episodes would
14 be packaged and delivered into four three-hour
15 programs.

16 Q. Okay. Because as we said before, because of
17 cutting and those types of things?

18 A. Again, back to the deliverable schedule.

19 Q. Do you know who initiated those discussions
20 or where they emanated from?

21 A. Like I said, me and Ed from the transition --
22 from consultant to merger, me and Ed jointly had the
23 discussions.

24 Q. Okay. And so when it was decided that those
25 were going to being packaged four three-hour

1 A. I want to make my answer succinct. In the
2 Echo promotional system, these are broadcasted on
3 all pay-per-view providers in the United States and
4 North America, as well as around the world. So most
5 pay-per-views in North America, the advertising
6 begins -- so if it's -- on or July 19th -- this
7 would have been probably for the August event, so
8 about a ten-day lead-up promotional window and it's
9 promoted anywhere from TV, website. This day and
10 age, all forms of digital, social media, YouTube,
11 everything.

12 Q. Were you involved with the advertising of the
13 Amped pay-per-view as part of your employment with
14 Anthem Wrestling?

15 A. Define involved in this context. Day to day,
16 no. I didn't work in the marketing department if
17 that -- in short.

18 Q. You would have been aware that they had
19 started marketing on July 19, 2017?

20 A. Yes.

21 Q. And at that time you didn't object, again, to
22 them advertising it -- the GFW -- the Amped
23 pay-per-view as a four-part series that was coming
24 out, right?

25 A. No.

1 Q. And my understanding is that the -- if we go
2 to paragraph 55. Take a quick run through these.
3 Paragraph 55, it says the first part of the GFW
4 Amped Anthology, it aired on a one-night-only series
5 pay-per-view on August 11, 2017; is that -- is that
6 accurate?

7 A. Yes.

8 Q. You were still employed by Anthem Wrestling
9 on August 11, 2017, correct?

10 A. Yes.

11 Q. And then the second part of the series was
12 aired on September -- so go to paragraph 56. It was
13 aired on September 15, 2017. Do you see that
14 paragraph?

15 A. Yes.

16 Q. And you -- that statement is accurate? That
17 paragraph is accurate?

18 A. Yes.

19 Q. And you were still an employee of Anthem
20 Wrestling on September 15, 2017?

21 A. Yes.

22 MR. MILLER: Objection to form.

23 BY MR. LEE:

24 Q. On October 13, 2017, it says: Defendant
25 aired Part 3 of the pay-per-view series One and

1 Only. Paragraph 57, is that an accurate statement?

2 A. Yes.

3 Q. And as of October 13, 2017, you Jeff Jarrett
4 were still an employee of Anthem Wrestling; is that
5 correct?

6 MR. MILLER: Objection to form.

7 THE WITNESS: On administrative leave.

8 BY MR. LEE:

9 Q. But you were employed?

10 A. Yes.

11 Q. Okay. And then the last one is on
12 December 18, 2017, defendants aired GFW Amped
13 Anthology Part 4 as part of pay-per-view One and
14 Only series which contained the material from the
15 GFW Amped content. Is paragraph 58 an accurate
16 statement?

17 A. 58 is accurate, yes.

18 Q. And as of December 8, 2017, you were no
19 longer employed by Anthem Wrestling; is that
20 correct?

21 A. Correct.

22 Q. You mentioned that the GFW Amped content,
23 when we were talking about going back to paragraph
24 53, when it's going to be broadcast as a
25 pay-per-view, they were starting the advertising ten

1 days or so to kind of ramp up before the first show.

2 But at that point, it was advertised that it was a
3 four-part series; is that right?

4 A. What date?

5 Q. On July 19, 2017, it would have been
6 advertised that this is a four-part series?

7 A. Yes.

8 Q. And Anthem Wrestling would have been
9 contractually obligated at that point to deliver a
10 four-part series; is that correct?

11 MR. MILLER: Objection to form.

12 THE WITNESS: Incorrect.

13 BY MR. LEE:

14 Q. Why is that incorrect?

15 A. Part 1 is a creative subjective title. The
16 broadcasters want a three-hour piece of programming.

17 Q. Understood. The GFW Amped content is 16
18 one-hour episodes. Do they build off of each other?

19 A. Can you define build?

20 Q. They are based off of a script, correct?

21 A. Correct.

22 Q. Or multiple scripts?

23 A. Correct.

24 Q. Things that occur in episode one through four
25 will be relevant to things that occur in episodes 12

1 through 16; is that correct?

2 A. In our business of episodic programming, for
3 example, the WWE is 52 weeks a year. The program
4 that follows WrestleMania the Monday night after,
5 which in this example would be episode one, it's
6 relevant to episode 52.

7 Q. And that we're talking about 52 kind of type
8 series?

9 A. Yes.

10 Q. Here we're talking about 16. So the last
11 four are going to involve and relate to the first
12 four -- the first four episodes and the last four
13 episodes of the Amped content are going to be
14 related to each other? The storyline is going to
15 progress throughout all 16 episodes; is that
16 correct?

17 A. Correct.

18 Q. Looking at paragraph 54.

19 A. Uh-huh.

20 Q. It says: Defendants promoted and continue to
21 promote the Amped pay-per-view on Fight Network and
22 then it has a website listed. If I told you that
23 the Amped pay-per-view is no longer available on the
24 Fight Network, would you be aware of that?

25 A. Which Fight Network?

1 Just a couple examples would be...

2 A. Cricket Wireless.

3 Q. And was that here in the Nashville area?

4 A. No.

5 Q. Where was that at?

6 A. It was when I worked for the Turner
7 organization. World Championship Wrestling.

8 Q. So your likeness appeared on Cricket Wireless
9 advertising?

10 A. Yes.

11 Q. So when you formed TNA -- NWA-TNA, let's call
12 it TNA back in 2002, do you recall registering for a
13 trademark --

14 A. No.

15 Q. -- in your name?

16 A. No.

17 MR. LEE: So I'm going to mark as
18 Exhibit 114. Just label over the exhibit sticker
19 that's already on there.

20 (WHEREUPON, a document was marked as
21 Exhibit Number 114.)

22 BY MR. LEE:

23 Q. Mr. Jarrett, have you ever seen this document
24 before?

25 A. No, sir.

1 Q. In big, all capital letters, kind of the
2 middle top of that page, what appears?

3 A. United States of America. United States
4 Patent and Trademark Office, Jeff Jarrett.

5 Q. There you go. And if you take a moment to
6 review this document or if you already have, do you
7 understand it to be a trademark registration for the
8 mark Jeff Jarrett?

9 A. Yes.

10 Q. And do you have any reason to dispute -- and
11 if you'll look, the registrant is listed as TNA
12 Entertainment, LLC, a Delaware limited liability
13 company. Address 1404 51st Avenue North, Nashville,
14 Tennessee 37209. Do you see that?

15 A. Yes.

16 Q. Was that TNA Entertainment, LLC, is that the
17 TNA that you created?

18 A. That address was the warehouse that they
19 moved in after I left. It was a merch warehouse.
20 We were at 209 10th Avenue South, Cummins Station.
21 That's irrelevant here. They assigned -- the patent
22 office, like everything else, change of address.

23 Q. Okay. And if you look, it says first use and
24 commerce. If you look, there's different types of
25 classes. I'm more interested in class what's called

1 41 entertainment services, namely, wrestling --
2 performance by a professional wrestler/entertainer?

3 A. Uh-huh.

4 Q. The next line, it says first use was
5 10/01/2002. Do you see that?

6 A. Yes.

7 Q. Did you provide any of the information that
8 is in this document, to your knowledge?

9 A. No.

10 Q. Do you know who prepared this document -- do
11 you know who would have prepared an application for
12 this trademark on behalf of TNA Entertainment, LLC?

13 A. Yes.

14 Q. Who?

15 A. Panda Energy International, based out of
16 Dallas, Texas.

17 Q. And who is Panda Energy?

18 A. They became the majority owners in 9 of 2002.
19 September of 2002. The Carter Family -- Bob Carter,
20 his daughter Dixie Carter. The Carter Family
21 obtained majority interest of TNA Entertainment
22 September of 2002. And as a part of their business
23 practices, they thought it was obviously in their
24 best interest to -- something that Vince McMahon
25 never did -- trademark my God-given name.

1 Q. -- you didn't prepare anything that would be
2 in that part. So what I'd like you to do is turn to
3 this document page two of eight. The way this is
4 filed with the court. It says, consent. This says:
5 I Jeff Jarrett hereby give consent to the
6 registration of the trademark Jeff Jarrett. And it
7 says Serial Number 78-534,102 for costumes, namely,
8 wrestling costumes and masks for children and
9 teenagers in International Class 25. Toy action
10 figures and accessories.

11 A. I see that.

12 Q. The last one is entertainment services. And
13 then it is signed and it authorized the reg- -- last
14 part -- authorized the registration of the name as a
15 trademark for such goods and services with United
16 States Patent and Trademark Office. Do you see all
17 that?

18 A. Yes.

19 Q. And then there is a signature on this
20 document. Is that your signature?

21 A. Yes.

22 Q. So at some point you gave a consent to the
23 registration of your name as a trademark; is that
24 correct?

25 A. As a minority partner, I absolutely did.

1 A. Yes.

2 Q. Okay. So in paragraph seven, you say:
3 Anthem Wrestling is not currently using Jeff Jarrett
4 in connection with entertainment services, namely,
5 wrestling exhibits and performances by a
6 professional wrestler. That's not necessarily
7 accurate, correct?

8 MR. MILLER: Objection to form.

9 THE WITNESS: What's your question?

10 BY MR. LEE:

11 Q. That statement that Anthem Wrestling is not
12 currently using Jeff Jarrett in connection with
13 entertainment services, namely, wrestling exhibits
14 and performances by a professional wrestler is not
15 true or is not accurate?

16 MR. MILLER: Objection to form.

17 THE WITNESS: Anthem Wrestling is not
18 currently using Jeff -- I don't know.

19 BY MR. LEE:

20 Q. But we just said that the old TNA programming
21 where you appear and your name is on things is
22 available through Anthem Wrestling's various
23 distribution library, right?

24 A. Yes.

25 Q. So they are using that content, right?

1 A. Yes.

2 Q. And your likeness and your name appear in
3 that content?

4 A. In connection -- correct.

5 Q. For wrestling exhibits and performances?

6 MR. MILLER: Objection to form.

7 THE WITNESS: Past wrestling ex- -- yes.

8 BY MR. LEE:

9 Q. This doesn't have a component of live or
10 current? It just says what it says?

11 A. Yes.

12 Q. Okay. Are you aware that currently Anthem
13 Wrestling is selling a DVD with your -- called Jeff
14 Jarrett? And I think it's Top of the Mountain?

15 A. King of the Mountain.

16 Q. King of the Mountain. Even better.

17 So are you aware that Anthem Wrestling is
18 currently selling a DVD titled, Jeff Jarrett, King
19 of the Mountain?

20 A. Yes.

21 Q. Isn't it correct, then, that they are still
22 using the Jeff Jarrett in connection with
23 entertainment services, namely, wresting exhibits
24 and performances?

25 MR. MILLER: Objection to form.

1 THE WITNESS: Yes.

2 BY MR. LEE:

3 Q. Let's flip to paragraph 112. Here the
4 allegation says that defendants have used in
5 commerce a reproduction, counterfeit copy, colorable
6 imitation of the Global Force Wrestling and GFW
7 trademarks, both words and logo, in connection with
8 the sale, offering for sale, distribution, or
9 advertising of Defendant's good or services or in
10 connection with which such use is likely to cause
11 confusion, to cause mistake, or to deceive.

12 Do you see that paragraph?

13 A. Yes.

14 Q. I just wanted to kind of -- that's a big bite
15 and I want to kind of delve into it a little bit
16 there.

17 We talked about the GFW Amped content. Is
18 that part of the use of the Global Force and GFW
19 trademarks that you're referencing there?

20 A. Can you ask that question again?

21 Q. Really what I want to know is how, as you sit
22 here today, have Anthem Wrestling used Global Force
23 Wrestling and the GFW trademarks? How have they --
24 what have they actually used them with?

25 A. To go back to 2017, they never closed the

1 A. Involved?

2 Q. You are aware?

3 A. Aware, yes.

4 Q. And while you were -- again, because this was
5 all part of the merger, you didn't object or tell
6 anyone at Anthem Wrestling at that time they
7 couldn't do that; is that correct?

8 MR. MILLER: Objection to form.

9 THE WITNESS: Ask your question again.

10 BY MR. LEE:

11 Q. In the time frame, so July of 2017 and the
12 other times when the logo was being changed to
13 include the GFW mark, you were aware that that was
14 occurring, correct?

15 A. Yes.

16 Q. And at that time you did not tell anyone else
17 at Anthem Wrestling that they could not do that;
18 they could not add the GFW mark to the logo or use
19 it on the Amped content?

20 A. Correct.

21 Q. Prior to the merger discussions and the term
22 sheet with Anthem Wrestling, had Global Force
23 Wrestling licensed the mark for the Global Force
24 Wrestling name to any other producers?

25 A. Can you clarify that, when you say licensed?

1 Q. You talked about co-producers, for instance.
2 Just give me an example of one of your other
3 co-producers that you had prior to April of 2017.
4 Just one. Just for an example, make this a little
5 cleaner.

6 A. Gosh. Tried and True.

7 Q. Tried and True. Okay. Did you ever enter
8 into an agreement with Tried and True and said Tried
9 and True you can use the GFW mark or the Global
10 Force Wrestling name for this period of time? And
11 you licensed, go ahead and use it on your
12 advertising or use it in marketing and you're going
13 to pay me a royalty or make some other payment for
14 using my marks?

15 MR. MILLER: Objection to form.

16 BY MR. LEE:

17 Q. For using the Global Force Entertainment
18 mark? When I say my marks, I should say the
19 company's marks.

20 MR. MILLER: Objection to form.

21 THE WITNESS: On co-promotions I
22 understood that both logos are utilized.

23 BY MR. LEE:

24 Q. Instances where it's not a co-promotion,
25 where they are basically using the GFW name or mark

1 for their own purposes?

2 A. I never ran into an agreement like that.

3 Q. I just want -- I want you to compare -- there
4 is two different paragraphs in the four documents.
5 But the first one is, if you look at paragraph 14,
6 and it says: Anthem Wrestling paid -- well, let's
7 go back to paragraph 13.

8 Are you aware that Anthem Wrestling paid
9 Kevin Sullivan \$40,000 to get him to turn over the
10 master recording of the GFW Amped content to Anthem
11 Wrestling?

12 A. I am aware now.

13 Q. When did you become aware?

14 A. A while back.

15 Q. Before the litigation was filed or after the
16 litigation was filed?

17 A. Before.

18 Q. So you don't dispute -- you haven't seen the
19 check or the money actually change hands but it is
20 your understanding that Anthem Wrestling did pay
21 Kevin Sullivan \$40,000 to release the masters of the
22 GFW Amped content?

23 A. Yes.

24 Q. I just want to make -- so in paragraph 13, if
25 you look at your answer, you deny all of paragraph

1 credit card.

2 Q. And, similarly, is he a signatory on the
3 company's bank account?

4 A. No.

5 Q. Okay. So he doesn't have access to Global
6 Force Entertainment's bank accounts or credit cards
7 or any other type of access to funds, the corporate
8 funds?

9 A. Correct.

10 Q. Okay. For Global Force Entertainment, have
11 there been any other officers of -- so I believe --
12 for Global Force Entertainment, what's your title?

13 A. President/CEO.

14 Q. What is Mr. D'Amore's title for Global Force
15 Entertainment?

16 A. Owner. Part owner.

17 Q. Are there any other officers of Global Force
18 Entertainment currently?

19 A. Curt Meyers (phonetic.)

20 Q. And what is his title?

21 A. I believe he's the treasurer.

22 Q. How long has Mr. Meyers been the treasurer?

23 A. Since inception. Since 2014.

24 Q. Similar to Mr. D'Amore, does Mr. Meyers have
25 authority to -- or I should say does Mr. Meyers have

1 Correct. They put an Impact logo over the Global
2 Force.

3 Q. Immediately above there, this again we talked
4 about at a certain point in time where the GFW mark,
5 do you see the Impact logo above there, that had the
6 GFW mark, as well as the Anthem mark inside the
7 logo?

8 Do you know when or do you know if Anthem
9 Wrestling stopped using that particular logo?

10 A. Logos have multiple homes. Print, digital
11 television. Some places are easier to change than
12 another. I believe the phase-out of the logos
13 probably started October 23rd-ish.

14 Q. Okay.

15 A. They did not get in a rush to change. It
16 took them quite sometime, surprisingly.

17 Q. So when you say rush to change, was that --
18 are you on new content or are you saying changing it
19 on Legacy type --

20 A. No. They chose to air the December content.

21 Q. So the December content had this particular
22 logo on it?

23 A. I don't recall if this actual specific.
24 Obviously, it had the GFW Amped logo.

25 Q. Correct. I meant the Impact logo with the

1 Miller. Obviously, I represent you along with my
2 colleagues in this case. You were describing your
3 employment history very early today with WWE.

4 Do you remember the years that you wrestled
5 with WWE?

6 A. I did -- yes, I do.

7 Q. What years did you wrestle with WWE?

8 A. I started what we call one-offs in 1991 and
9 '92 signed my first contract that was in October of
10 1993 that ran through October of 1996. I returned
11 October of 1997 and stayed until October of 1999.
12 And that was my WWF at the time run.

13 Q. The WWF is now the WWE?

14 A. Correct.

15 Q. They changed names from the World Wrestling
16 Federation to World Wrestling Entertainment?

17 A. Correct.

18 Q. During your time with the WWF, did you
19 wrestle under the Jeff Jarrett name?

20 A. Yes.

21 Q. Was that the first time the Jeff Jarrett name
22 had been used in connection with a wrestler?

23 A. No.

24 Q. When was the first time?

25 A. To my knowledge, April 6 of 1986 was the date

1 information that was offered under the Jeff Jarrett
2 trademark?

3 A. Not to my knowledge.

4 Q. Do you know if Anthem Wrestling ever
5 provided -- has ever provided toy action figures and
6 accessories under the Jeff Jarrett name or
7 trademark?

8 A. Can you restate that?

9 Q. Do you know whether Anthem Wrestling has ever
10 provided toy action figure and accessories using the
11 Jeff Jarrett trademark?

12 A. Not to my knowledge.

13 Q. Are you aware of Anthem Wrestling -- well,
14 you don't currently wrestle for Anthem Wrestling, do
15 you?

16 A. No.

17 Q. When was the last time you actually got into
18 the ring for Anthem Wrestling?

19 A. For Anthem Wrestling?

20 Q. Correct.

21 A. To my recollection, I never wrestled or was
22 an on-screen performer for Anthem Wrestling.

23 Q. So you never did an exhibit -- a wrestling
24 exhibit for Anthem Wrestling under the -- using the
25 Jeff Jarrett trademark?

1 the concept that for the Amped GFW Amped four-part
2 series, that there was no requirement that a
3 customer buy -- if they bought one, they have to buy
4 number four. Do you remember that line of
5 questioning?

6 A. Yes.

7 Q. In your experience, because the story is
8 important, if someone watches the first part and the
9 second part and the third part of a series, are they
10 more likely to want to watch the fourth part than
11 someone who hadn't watched any of the prior three?

12 A. With a very broad stroke. If they've watched
13 the first three, I think a general term would be
14 yes, they would be likely to watch the fourth
15 component.

16 Q. And also hypothetically, is there -- while it
17 may not require someone to buy all four, there are
18 concepts such as bundling where if you buy all four
19 you will get a discount in pricing versus if you
20 just buy one. Is that a concept you're familiar
21 with?

22 A. Definitely familiar with the concept.

23 Q. Do you know if for the GFW Amped a
24 bundling-type option was offered for purchasing?

25 A. Not to my knowledge.

1 Q. But they still have the content?

2 A. WW [sic] acquired the assets and it became a
3 part of the royalty program.

4 Q. So there wasn't an adjustment -- was there an
5 adjustment to your WWF royalties when they acquired
6 WCW?

7 A. Not in my agreement.

8 Q. Real quick, I just want to step back, kind of
9 generally big picture. Professional wrestling it's
10 a sport, right?

11 A. Define sport.

12 Q. People pay -- pay money for a ticket to show
13 up at a live event where athletes engage in some
14 form of contest?

15 A. We call it sports entertainment because
16 the -- the outcomes are predetermined. So true
17 sport -- and I use that term loosely.

18 Q. I thought you were going to -- but, for
19 instance, the -- the fan does not know the outcome
20 beforehand?

21 A. We hope so.

22 Q. If you're doing your job they don't know the
23 outcome?

24 A. Correct.

25 Q. Similar to another sporting event; they show

1 up, watch a contest, and the ultimate determination
2 is in question, correct?

3 A. Correct.

4 Q. Now, you said that for professional wrestling
5 the value -- the real value is in the story. Do you
6 remember testifying that to Mr. Miller?

7 A. Yes.

8 Q. But isn't what sets professional wrestling
9 apart is that it's not just a story; it's not a
10 book? It is -- has performance and athletes
11 engaging in a lot of respects highly dangerous and
12 feats of just athletic display; is that a fair
13 statement?

14 A. What's the statement?

15 Q. That you can't untether -- that a real --
16 that without the live performance by athletes, that
17 all you're left with is a story which would be
18 similar to a book; is that correct?

19 MR. MILLER: Object to form. You can
20 answer.

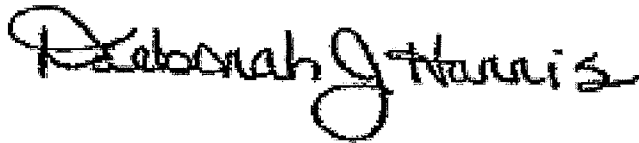
21 THE WITNESS: We tell -- sports
22 entertainment is a physical soap opera and the
23 stories are told inside and outside of the ring.
24 You can tell a story exclusively outside the ring
25 and you can tell a story exclusively inside the

REPORTER'S CERTIFICATE

I, Deborah Harris Honeycutt, LCR, Notary Public and Court Reporter, do hereby certify that I recorded to the best of my skill and ability by machine shorthand all the proceedings in the foregoing transcript, and that said transcript is a true, accurate, and complete transcript to the best of my ability.

I further certify that I am not an attorney or counsel of any of the parties, nor a relative or employee of any attorney or counsel connected with the action, nor financially interested in the action.

SIGNED this 2nd day of December, 2019.



Deborah Harris Honeycutt, LCR

My Notary commission expires: 5/05/2020

Tennessee LCR No. 472
Expires: 6/30/2020